

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

30 NOVEMBER 30, 2010

du a. Hamai

SACHI A. HAMAI EXECUTIVE OFFICER

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

November 30, 2010

RENEWAL OF AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S WASTEWATER ORDINANCE INDUSTRIAL WASTE CONTROL PROGRAM SERVICE AGREEMENT (SUPERVISORIAL DISTRICT 5)

(3 VOTES)

SUBJECT:

This agreement will renew the Industrial Waste Control Program service with the City of Santa Clarita for a five-year period.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chair to sign the enclosed Industrial Waste Control Program Service Agreement with the City of Santa Clarita (Enclosure 1). The Agreement would provide industrial waste control program permit and inspection services to the City at an estimated cost of \$205,000 per year. The City will reimburse this cost to the County with no net impact to the County General Fund.
- 2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Santa Clarita. The Agreement will become effective on the date your Board approves this Agreement.

The Honorable Board of Supervisors November 30, 2010 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement replaces a previous Agreement with the City of Santa Clarita. Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the City of Santa Clarita has established a local industrial waste control program. On June 9, 2009, the City adopted Ordinance No. 09-8, which references Division 2 of Title 20 of the Los Angeles County Code "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewers and storm drain systems of the City. Given the complexity and time required to develop and adopt the new ordinance, the City submitted a service request under the General Services Agreement to continue the services until the new ordinance was in place and the subject Agreement was finalized.

The City of Santa Clarita has requested that these services be provided to their City under the Industrial Waste Control Program Service Agreement to permit, track, inspect, and ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance at industrial and commercial facilities within the City. Public Works currently provides similar services for 36 other cities.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Operational Effectiveness (Goal 1) by leveraging our expertise and resources to provide as efficient and cost-effective solution to the City with no net County Cost.

FISCAL IMPACT/FINANCING

Financing for the first year of the agreement is included in the Fiscal Year 2010-11 Public Works General Fund Budget. Funds to finance the remaining of the contract term will be requested through the annual budget process. This cost will be reimbursed by the City of Santa Clarita. There will be no impact to the County General Fund.

The Honorable Board of Supervisors November 30, 2010 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement with the City of Santa Clarita aids in the extension of the Program to areas within the City of Santa Clarita for the protection of County and City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and ocean from the discharge of industrial wastewater from industrial and commercial facilities. Failure to implement the Program will require that the City develop an independent program.

This Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the Agreement as to form and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement is for a five-year period and is set to expire on June 30, 2015. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by your Board on May 6, 2008 (Enclosure 2). The Assumption of Liability Agreement is included as reference as well (Enclosure 3).

ENVIRONMENTAL DOCUMENTATION

The renewal of the service agreement is categorically exempt from the provisions of the California Environmental Quality Act and Class 8 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, pursuant to California Environmental Quality Act Guidelines, Section 15308, as a regulatory process involving procedures for the protection of the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing similar services to the City under the existing Industrial Waste Control Program previously approved by your Board on August 3, 2004, and extended through city service requests (Enclosure 4), which this Agreement replaces.

The Honorable Board of Supervisors November 30, 2010 Page 4

CONCLUSION

Please return three adopted copies of Industrial Waste Control Program Service Agreement and two adopted copies of this letter to Public Works, Environmental Programs Division.

Respectfully submitted,

GAIL FARBER

Daie Faruer

Director of Public Works

GF:FC/my P:\sec\snta clar agr

Enclosure (4)

c: Chief Executive Office County Counsel Executive Officer 10-00252

AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S WASTEWATER ORDINANCE

THIS AGREEMENT is made and entered into this 30th day of November 2010, by and between the CITY OF SANTA CLARITA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 09-8, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready, and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

agrees, through its Department of Public Works A COUNTY (DEPARTMENT), to provide enforcement of the wastewater provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports, and issuing permits when so requested in writing by the CITY. Services shall not include any associated with the CITY's Standard Urban Stormwater Mitigation Plan requirements, unless expressly requested in writing by CITY. Services shall also not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents, and employees.

Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment, and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials, and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any City pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after sixty^f (60) days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within sixty (60) days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY shall notify CITY of the COUNTY's intent to increase COUNTY fees or of any significant increases in costs to provide services on behalf of CITY, not less than 60 days in advance from when said increases take effect, not inclusive of Consumer Price Index (CPI) adjustments. The CITY shall be notified on the CPI adjustments within a timely manner before it takes effect. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. The COUNTY shall notify the CITY of unpaid or delinquent debts in a timely manner for follow-up and collection procedures to be conducted by the CITY. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts. elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so. COUNTY shall provide a detailed report of services provided by COUNTY on behalf of CITY, upon request by the CITY, and within 30 days of said request. Said report shall include a breakdown of costs and/or hours spent by COUNTY on specified project information as it relates to services described on COUNTY invoices. The CITY reserves the right to withhold payment for any services not deemed reasonable and necessary by the CITY.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. Expenditures for services shall not exceed \$250,000 per year, unless specifically authorized by the CITY.

Section 9. Term and Termination

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2015. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

Section 10. Assumption of Liability

The Assumption of Liability Agreement No. 59595 of the General Services Agreement executed by the CITY and adopted by the Board of Supervisors on June 21, 1988, and currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State, and local laws, permits, and regulations.

Section 12. Governing Law

This Agreement is to be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

Chair

, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles

By Deputy

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CACHLA, HAMAL Executive Gificer

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Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN County Counsel

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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SACHI A. HAMA!
EXECUTIVE OFF!

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN

By City Attorney

CITY OF SANTA CLARITA

By On Manager

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City Clerk

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, June 18, 2008, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Santa Clarita, hereinafter referred to as the "City."

RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- The County agrees, through its officers and employees, to perform those
 City functions which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

- 3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.
 - 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
 - 5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, so civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
 - 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.
 - 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2013, and at the option of the City. Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2013, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2013, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

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• • •	APPROVED AS TO FORM:			
	RAYMOND G. FORTNER, JR. County Counsel			
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ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on the 15th day of December, 1987, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County," and the City of Santa Clarita, sometimes hereinafter referred to as the "City."

RECITALS

- (a) City and County have heretofore contracted for the performance of services by County, its officers, agents and employees, and will in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services; and
- (b) Such contracts are agreements defined under §895 of the Government Code, and pursuant to §895.2 thereof joint and several liability is imposed on the parties; and
- (c) Pursuant to §895.4 of the Government Code the parties as a part of the aforementioned agreements may provide for contribution or indemnification upon any liability arising out of the performance of the agreement; and
- (d) The County is willing to assume liability and defend and hold the City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents and employees, occurring in the performance of said agreement; and

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(e) The City is willing to assume liability and defend and hold the County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of city officers, agents or employees occurring in the performance of agreements between the parties, except as hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. The County will assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of \$895.2 of the Government Code of the State of California.
- 2. The City will assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of \$895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to \$\$830, et seq., of the Government Code, by reason of a dangerous condition of public property of the City, the City shall assume liability and defend and hold the County harmless from loss costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees, whether

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arising in the performance of an agreement between the parties hereto, with the exception that the County shall assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees, occurring in the performance of any agreement between the parties hereto where a duty is imposed on the County pursuant to such agreement to provide maintenance or inspection services pertaining to said property. Where such an agreement between a City and County provides that the County will provide at least the same level of maintenance or inspecting services that the County provides to unincorporated areas, the County will assume liability and defend and hold the City harmless from loss, costs or expense caused by the negligent or wrongful act or omission of County officers, agents and employees in failing to provide said services in accordance with said agreement.

3. The parties further agree that the AuditorController of the County shall establish a fund for the payment of losses for which the County may be liable under the
terms of this agreement, and the County agrees to maintain
the fund for the purpose of paying such losses which may
occur through its performance under agreements to provide
city services to the cities within the County.

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4. It is understood by the parties that the fund referred to in paragraph 3 above is under the full control of the Board of Supervisors and reappropriation of unencumbered year-end balances in this fund is discretionary with the Board of Supervisors.

- the County agrees to make payment to the fund, and the County agrees to require each city receiving services under City Service Agreements to also contribute to the fund. Payments towards the total amount of the fund shall be made by the City in such amounts as may be established by the Auditor-Controller according to the policy and procedure established by the Board of Supervisors, and in the same ratio as the cost of services received by the City is to the total cost to the County for its performance of City Service Agreements during each fiscal year. In the event that City should elect to terminate its Service Agreement with the County, its responsibility to contribute to the fund pursuant to this agreement shall be limited to payment of amounts which accrue prior to the effective date of said termination.
- 6. Each party agrees to fully cooperate with the other and assist the other party hereto in all matters relating to losses covered by the terms of this agreement, and more specifically but not limited thereby, each party will:
 - (a) Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof to the other party hereto;

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- (b) If claim is made, or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party hereto.
- 7. Should City agree, stipulate, consent to, or otherwise suffer the granting of any claim, the making of any judgment, order, or other award for damages or other relief against itself or any of its or the County's officers, agents, or employees in any proceeding or action authorized by law involving a matter arising out of the performance by the County of services affected hereby without the prior written consent thereto of the County, the City agrees to indemnify, hold harmless, and defend the County from any loss, cost or expense to it arising from such claim, judgment or other award irrespective of the legal basis upon which liability may be imposed by such action including liability of the County under the provisions of Section 895.2 of the Government Code.
- 8. Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.
- 9. This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter

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entered into, including amendments, renewals, or other extensions thereof, wherein the City and County have contracted under circumstances wherein the liability of the City and County is joint and several under §895.2 of the Government Code of the State of California. The provisions of the agreement shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore or hereafter entered into by and between the parties hereto unless by specific reference therein this Assumption of Liability Agreement is inapplicable.

10. On the effective date of this agreement that certain agreement entitled "Assumption of Liability Amendment", if any between the parties, is terminated. The effective date of this agreement is the date executed by the parties but in no event sooner than 12:00 A.M., March 15, 1978, unless the aforementioned Assumption of Liability Amendment should be sooner terminated by the parties, in which event the date of such termination shall be the effective date of this agreement. Upon the effective date of this agreement same shall continue during the term of any agreement for services to which the same is applicable, unless the County shall sooner elect to terminate this agreement upon thirty days written notice to the City. The County further agrees that this agreement shall be only terminated upon the occurrence of the foregoing, or any one or more of the following events:

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- (a) Failure of the City to cooperate with the County as required by this agreement.
- (b) Upon the City authorizing any judgement, order or other award for damages without the consent of the County in violation of the terms and provisions of this agreement.
- (c) Upon the County's election in its absolute discretion to terminate this Assumption of Liability Agreement as to all cities having such service agreements with the County.
- 11. To the extent that the County has agreed to indemnify, defend and waive harmless a city, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the fund established by the Auditor-Controller. It is further understood that the County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover the exposures of the County hereunder in whole or in part.
- 12. On termination by the City of service contract with the County, or upon termination by the County for any cause, the County shall continue to indemnify, defend and hold harmless the City for all claims and losses for which liability is imposed on the County by the terms of this agreement, and

where arising out of the County's negligent or wrongful act or omission, prior to the effective date of said termination. Said City shall not be entitled to return of any consideration paid by it towards the fund established by the Auditor-Controller on the termination of this agreement. IN WITNESS WHEREOF, the parties hereto have caused this

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

By Hound Pallow Mayor				
ATTEST this 23rdday ofJune	_			



By Chairman, Board of Supervisors

ATTEST this 2/ day of 1988.

LARRY J. MONTEILH, Executive Officer-Clerk of the Board of Supervisors

By Cynthia a Benson Deputy

APPROVED AS TO FORM
DeWitt W. Clinton, County Counsel

beputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

JUN 21 1988

LARRY A MONTEILM
EXECUTIVE OFFICER



COUNTY OF LOS ANGELLS

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

July 15, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:



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AUG \$ 2004

Violit Varona: Lukens VIOLET VARONA-LUKENS EXECUTIVE OFFICER

PROPOSED INDUSTRIAL WASTE CONTROL PROGRAM SERVICE AGREEMENT WITH THE CITY OF SANTA CLARITA SUPERVISORIAL DISTRICT 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chairman to sign the enclosed Industrial Waste Control Program Service Agreement with the City of Santa Clarita (Exhibit 1). The Agreement would provide industrial waste control program permit and inspection services to the City at an estimated cost of \$114,500 per year. The City will reimburse the cost to the County with no net impact to the County General Fund.
- 2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Santa Clarita. The Agreement will become effective on the date the Board of Supervisors approves this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the City of Santa Clarita has established a local industrial waste control program and has adopted Ordinance No. 90-18 adopting Division 2 of Title 20 of the Los Angeles County Code, as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code "Sanitary Sewer and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the City. Public Works currently provides similar services for 38 cities within the County including the City of Santa Clarita. This Agreement replaces previous Agreements with the City of Santa Clarita.

The Honorable Board of Supervisors July 15, 2004 Page 2

The City Council of the City of Santa Clarita, by Resolution No. 87-15 (Exhibit 2), has requested that these services be provided to their City under the Industrial Waste Control Program Service Agreement to permit, track, inspect, and ensure compliance with the City's Sanitary Sewer and Industrial Waste Ordinance at industrial and commercial facilities within the City.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation Of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility as the proposed Agreement will enable us to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our sanitary sewers, streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will bear an estimated \$114,500 per year to provide inspection services to the City. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement aids in the extension of the program to areas within the City of Santa Clarita for the protection of County and City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and ocean from the discharge of industrial wastewater from industrial and commercial facilities. Failure to implement the program may increase the risk of damage to public and private facilities, polluted discharges to waters of the County, and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such damage or discharges.

The Honorable Board of Supervisors
July 15, 2004
Page 3

This Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the Agreement as to form, and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by your Board on May 20, 2003 (Exhibit 3).

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act (CEQA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing similar services to the City under the existing Industrial Waste Control Program previously approved by your Board on June 21, 1988, and extended through annual service requests (Exhibit 4) which this Agreement replaces.

CONCLUSION

It is requested that three copies of the approved Agreement be returned to Public Works, two copies of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted

JAMES A. INOYES
Director of Public Works

CWS:ca P:/eppub/general/CitylW/IWAgreementbdltrSanta Clarita

Enc.

cc: Chief Administrative Office County Counsel

AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S WASTEWATER ORDINANCE

AGREEMENT

THIS AGREEMENT is made and entered into this <u>3ko</u> day of <u>August</u>, 200 , by and between the CITY OF SANTA CLARITA hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 90-18, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the wastewater provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports and issuing permits when so requested in writing by the CITY. Services shall not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

- A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.
- B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2009. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable

opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

Section 10. Assumption of Liability

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State and local laws, permits and regulations.

Section 12. Governing Law

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer of the Board of Supervisors of the County of Los Angeles

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

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AUG 3 2004

FOR	CITY OF SANTA CLARITA:
	eth R. Pulskamp Manager
Date:	6/24/04
ATT	
City (Clerk
Date:	Clerk 6/24/04
Appro	oved as to form:
BUR	KE, WILLIAMS & SORENSEN
By:	City Attorney
Date:	6/7/04
STAT	E OF CALIFORNIA)
COU	VTY OF LOS ANGELES)
	On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio
the go	verning body of all other special assessment and taxing districts, agencies, and authorities for
	said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code
	authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers,
aocun	nents, or instruments requiring his/her signature.
the fo	The undersigned hereby certifies that on this 3 k.0 day of August, 2004, csimile signature of DON KNABE, Chair/Chairman of the Board of
	visors of the County of Los Angeles was affixed hereto as the official execution of this

document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

S/PBS/Contract/IndustrialWasteContract

City Service Request

As-Needed Service Request

City: Santa Clarita

System Request No.:

22052

Status: Approved/In Progress

Hard Copy Request No.:

Program Cost Account: W0358010

Program:

Est. Completion Date: 09/30/2010

Actual Completion Date:

not defined

Date Submitted: 01/19/2010

Cost Estimate:

\$0.00

City P.O. No:

Subject: Industrial Waste permit and inspection services

Work Requested: The City requests that the County continue to provide Industrial Waste permit and inspection services, including collection of applicable fees in accordance with the City's current fee schedule, and in accordance with the City's applicable codes and industrial waste enforcement provisions, until such time as a formal agreement has been executed for these services between the City of Santa Clarita and the County of Los Angeles. The formal agreement is expected to be finalized before October 2010. This service agreement is intended to cover the period commencing

January 1, 2010 through September 30, 2010.

City Contact Information

Requested By:

Ruben Barrera

Phone No.:

661 255-4952

Email Address:

rbarrera@santa-clarita.com

Approved By:

Email Address:

Phone No.:

City Service Representative

Name: Richard Yribe

Phone No.:

661-947-7173

Email Address: RYRIBE@dpw.lacounty.gov

Primary Operating Division:

Division Contacts

Environmental Programs Div.

Division

Name

Phone

Email Address

Environmental Programs Div.

Tim Smith

626-458-3511

TSMITH@dpw.lacounty.gov

Date Request Sent to Division

Date

Environmental Programs Div.

01/20/2010

City Service Request History

Entered By Comments Date Event Because we invoice permittees and remit this Krystal B. Guzman 01/21/2010 Comments money to the City, and because the City fees exceed our labor cost (County fee plus 5%), there should be no net cost to the City for this service. Tim Smith [Envolrnmental Programming] Krystal B. Guzman 01/21/2010 Date Entry (03/31/2010) Initial estimated completion date entry. Service request completion date extended to Richard Yribe 08/11/2010 Comments September 30, 2010. Approved by Ruben Barrera of City on 8-11-10.

08/11/2010 Date Entry (09/30/2010)

Estimated completion date changed from

Richard Yribe

03/31/2010 to 9/30/2010.